

Nashville Union

Freedom and Nationality.

S. C. HENCHER, Editor.

A Picture of Slavery from Southern Judicial Decisions.

A member of the bar has furnished the Philadelphia Press with the following extracts from various decisions of the Southern bench, in regard to the rights of slaves and slave-owners. Read them and say whether that man has not just reason to blush who would prolong the existence of a system that tramples on the plainest principles of natural justice:

THE SLAVE A MONSTER.

The slave in the South is regarded as nobody; he has no legal existence; laws passed for the protection of others do not embrace him unless he is specially named; "of the rights of personal security, personal liberty, and private property, he is deprived, and the slave is by no means a monster." (George vs. The State, 37 Miss. Rep. 317.)

The master is necessarily a despot. "The slave to remain a slave, must be made sensible that there is no appeal from his master." (State vs. D. and J. Jones, N. Car. 353.) Be he ever so sick, the owner and overseer is the judge whether he is able or unable to work. (10 Ala. Rep. 923.)

COVENANTS WITH SLAVES NOT BINDING.

A promise made to him by his master has no binding force or validity. This was exemplified in the case of Bland vs. negro Downing, (9 Gill & Johnson's Maryland Reports,) where the plaintiff (we blush to say so was a woman) agreed that if her slave would pay her \$200, she would give him his freedom. He faithfully and honestly paid the amount, waiting several years for it, and then, claiming her promise, was refused. The rigid law of slavery was in her favor, the Judge saying "there could be no valid contract between master and slave," but as, fortunately for the poor fellow, she had suffered him to live in New York, a free State, for two years, she was held to have liberated him, and her nefarious attempt to hold him in bondage, when she had received his hard earnings paid to her in good faith, was frustrated.

Nor has he any right to personal property. All belongs to his master; and even where the master is generous enough to confer a boon upon the slave, the hard spirit of slavery, in the shape of odious enactments, comes in to prevent it. Thus, in Louisiana emancipation is prohibited, and the slave can, under no circumstances be freed; and thus, in that State, where a will liberating one poor fellow from servitude, he was compulsorily told that "a slave cannot be a party to any suit but one for freedom, and that emancipation being prohibited by law, he could not even sue for that." (Jansin vs. Bridge, 14 Louisiana Reports, 31.)

The power of the master over the person of the slave necessarily involves the right of chastisement, and this may be inflicted in such proportions and to such extent as the owner may deem proper, there being but a single limitation, that it should not be excessive, but whether it is or is not left for a jury (slaveholders of course) to judge.

Thus we find the following case: State vs. Man, 2 Deveraux, 203, in which it appears, that a master having hired a female slave to another person, the latter undertook to chastise her for having committed (so says the report) a small offense. During the process she ran off; her master for the time called upon her to stop, which she refusing to do, with the chivalric spirit of the South, the slave being a woman, he shot at and wounded her. But, as she had no redress, the Judge tells her master is not liable to indictment for assault and battery; and feeling how contrary to all sense of justice and humanity such a decision must appear, is compelled to say: "A judge cannot but lament when such cases as the present are brought into judgment. It is impossible that the reasons upon which they go can be appreciated, but where institutions similar to our own exist and are thoroughly understood, the struggle, too, in the judge's own breast between the feelings of the man and the duty of the magistrate, is a severe one. I would gladly have avoided this ungrateful question."

SLAVES MAY BE HUNTED WITH DOGS.

Witness the case of Miran vs. Gardner Davis, 18 Georgia Rep. 723, in which it was decided, that "it is lawful to hunt runaway slaves with dogs, provided it be done with a due degree of caution and circumspection." In that case the plaintiff had hired his slave to a defendant. Whilst in the service of the latter he ran away. His master, for the time being, employed a creature by the name of Hamblin, who hunted him with dogs, but the poor fellow, terrified by the pursuit, plunged into a creek and was drowned. The owner sued him for the value of the slave, and also for punishing the defendant criminally by driving him out of the country. But the owner is told by the court "that it is lawful to hunt a slave with dogs on general principle, provided the dogs would not injure the slave; the statute of the State prohibiting the use of harsh or cruel treatment of slaves, using the words 'unreasonable beating or tearing with dogs.'"

But this approves itself also to the moral and religious convictions of the judge, who says: "The South has lost sixty thousand slaves, worth twenty five or thirty millions. Instead therefore, of relaxing the means allowed by law for the security and enjoyment of this species of property, the facilities offered for its escape, and the temptation and encouragement held out to induce it, constrain us, willingly or otherwise, to redouble our vigilance, and to tighten the cords that bind the negro to his condition of servitude."

[According to the pro-slavery code of humanity, not only slaves, but also white men, may be rightfully chased and mangled by dogs. This community has a vivid recollection of the advertisement of Capt. Harris and Col. Frank McNairy, both members of the Tennessee pro-slavery aristocracy, for blood hounds to be used in hunting the Union men of the State.]

SLAVES CANNOT MARRY.

Let us examine Merdler vs. Gardner, 24 Ala. 719, and there we find the law laid down thus:

"Slaves cannot contract marriage, nor does their cohabitation confer any legal rights on their children. Persons in that condition are incapable of contracting marriage, because that relation brings

with it certain duties and rights, with reference to which it is supposed to be entered into but these are necessarily incompatible with the nature of slavery, as the one cannot be discharged nor the other be recognized without doing violence to the rights of the owner. In every State where slavery exists, and the question has been presented, it has so been decided.

"If the father and mother, being slaves, are freed by the master's will, and the father afterwards acquires property the children cannot inherit his property. As a necessary consequence it respects to the State."

The marriage, then, of slaves is a mere idle ceremony. Their children are illegitimate, and have no rights, and even freedom puts their offspring in no better condition.

No wonder, then, that we find such decisions as the following:

Alfred vs. The State (3 George, 37 Mississippi Reports) in which it was ruled that "a father with a slave's wife is no defense to a charge of murder, and that a slave indicted for the murder of his overseer cannot introduce, as evidence for his defense, upon a trial for murder in the first degree, the fact that the deceased, a few hours before the killing, had forced the prisoner's wife to submit to his embraces, and that this had been communicated to the prisoner before the killing."

EMANCIPATION PROHIBITED.

Look, for instance, at the celebrated Brasselee case, often cited, and reported in 24 Howard, Mississippi Reports, 837. There Eliza Brasselee, a planter in Mississippi, was faithfully and successfully nursed by a mulatto slave during a dangerous and protracted illness. He afterwards took her to Ohio, had her educated, and finally married her, having first emancipated her by deed recorded in Ohio and Mississippi. He returned with her to the latter State, where she gave birth to a son. Upon Mr. Brasselee's death his will was found, in which he ratified the deed of emancipation, and devised all his property to his son, whom he acknowledged to be such. The will, however, was successfully contested as to the validity of the emancipation and devise to the son, by some distant relations of the testator in North Carolina. The Judge, (Sharkey) in his opinion, uses this language: "The state of the case shows conclusively that the contract had its origin in an offense against morality, perjury and detestable as an example. But above all, it seems to have been planned and executed with a fixed design to evade the rigor of the laws of this State. The acts of the parties in going to Ohio with the slave, and there executing the deed, and his immediate return with her to this State, point with unerring certainty to his purpose and object. The laws of this State cannot be thus defeated by their operation by one of our own citizens."

This merciless Judge gave no quarter to the slaves. No time was afforded to apply to the Legislature to sanction the emancipation, but the greedy North Carolinians took the whole of the estate, and the mother and son were decreed, in the language of the Judge, "still slaves and part of the estate of Eliza Brasselee."

Can those who believe in an overruling and avenging Providence, wonder that a nation which tolerates and maintains such iniquity is devastated and scourged by civil war?

E. SINGLER & H. FREEMAN,

PRACTICAL

OPTICIANS,

33 Union Street,

McCLURE'S MUSIC STORE.

Spheroidal Spectacles,

A guarantee held by the highest right over in

Also,

Superior Field and

Marine GLASSES,

Opera GLASSES, and

a full line of Optical

Instruments.

Glasses put in old Frames

Artificial Eyes Inserted.

Nashville, June 20, 1863-4.

Taken From The Premises of C. D.

Elliott,

1,200, old Books, 2 Walnut Book Cases, 1 Cherry

Book Case, 1 Electrical Machine, 1 Bureau, 1 Sec-

retary, 1 Hot Bath, 1 Bed Room, 1 Wardrobe, 1

Large Clock, 1 Piano, 1 Carpet, 1 Mule, 1 Cow

and Calf, 50 Hogs

The parties having possession of the above goods

and chattels, in part or in whole, will report the

same at once, with all the rest as to how they came

in possession of them, or they will be summarily

dealt with.

Also, the parties having in their possession any of the

premises, or effects, that formerly had, and to the

Nashville Female Academy, under whatever

pretense they may have come to the notice of them,

will report to the court at once for their

protection, to W. W. GILLES, at the Court-

House.

By order of the Court, W. NEVIN, A. G.

TO SUTLERS.

Just Received

400,000 Envelopes, assorted.

800 Reams of Note Paper.

25 Gross of Portfolios.

5000 Stationery Packages.

25 Gross Blank Books, assorted.

25 " Rubber Pencils.

25 " Zinc Mirrors.

25 " Pocket Books.

25 " Fancy Soap.

2000 Soldiers' Certificates.

A general assortment of Stationery

and Notions.

For sale very low to Dealers, Sutlers

and Soldiers.

I. N. RHODES & CO.,

32 Union Street, Nashville.

July 10-3m.

TO THE SOLDIERS!

We have published a beautiful

SOLDIER'S CERTIFICATE,

For the use of Soldiers.

It is printed in four colors, representing

Cavalry, Infantry, and Artillery,

marching in countless numbers into

Dixie, with drums beating, colors flying,

etc. A blank line is left for the name of

the Soldier, Company, Regiment, Officers,

size 13x17. The certificate is enclosed

in a pasteboard tube, and can be sent to

any part of the country without injury;

and the soldier, after filling up the blank

lines, can put it back in the tube and re-

mail it to his friends, and they will get

it framed and preserve it as a remem-

brance.

Price 50 cents. Sent by mail, pre-

paid.

I. N. RHODES & CO.,

32 Union Street, Nashville.

Agents wanted to sell the above.

July 10-3m.

SOLDIERS' ALBUMS.

Just Received,

1000 Soldiers' Pocket Albums.

They are substantially bound in Morocco,

and are well adapted for the preservation

of card portraits. By using one of these

Albums the Soldier will always have the

portraits of his friends by him, and can

refer to them in whatever scene of toil

and danger he may be placed.

Sent by mail upon receipt of price,

postage pre-paid.

6 Portrait Album, \$4.50

8 " " 1.75

10 " " 2.00

A liberal discount to Agents and

dealers.

I. N. RHODES & CO.,

No. 32 Union Street, Nashville, Tenn.

aug 25-1m.

D. L. SOBEL,

NO. 26,

SOUTH MARKET.

Next Door to A. Hamilton's

Warehouse,

KEEPS CONSTANTLY ON HAND

WATCHES

OF THE BEST QUALITY,

AND

JEWELRY

OF ALL GRADES.

GOLDPENS,

OF THE

MOST APPROVED STYLES,

WARRANTED.

ALSO

A HEAVY STOCK

OF

DRY GOODS!

Hosiery,

Cutlery, &c.

Bargains can be had by applying at

the above number, 26 Market Street.

REMEMBER THE PLACE.

And call before purchasing elsewhere.

Our Dealers in general are requested

to notice this advertisement.

aug 1-3m.

NEW GROCERY

STORE,

WHOLESALE AND RETAIL,

AT

No. 46

Public Square.

Just Received

A LARGE ASSORTMENT OF

GROCERIES,

PROVISIONS,

WINE, and

LIQUORS,

Of every description, and superior quality,

containing in part of

20,000 the Sugar cured extra quality Hams,

10,000 the Breakfast Sides,

30 lbs of Choice Sugar,

30 lbs of Choice Coffee,

20 barrels Old Rye Whisky,

20 " Bourbon Whisky,

100 barrels Choice Stock,

100 barrels Choice Cider,

100 barrels Choice Vinegar,

And all other articles in our line suitable for Soldiers

and citizens trade.

Persons buying from us will not be charged Outside

House duty.

Call at No. 46 Public Square.

Y. A. ATCHISON.

aug 1-3m.

UNITED STATES

CLAIM AGENT

REAL ESTATE AND COMMERCIAL

BROKER.

JOHN H. GREEN,

No. 40 1-2 Cherry St.,

Nashville, Tennessee.

GOVERNMENT CLAIMS

WANTED.

ALL KINDS OF GOVERNMENT CLAIMS, RE-

CEIVED, COLLECTED, or Cashed, on the

most favorable terms.

J. H. GREEN,

Office No. 40 1-2 Cherry St., Up-States.

RESIGNED OFFICERS.

PAY ACCOUNTS COLLECTED, OR CASHED, BY

J. H. GREEN,

Office No. 40 1-2 Cherry St., Up-States.

WATCHES!

WATCHES!!!

AT WHOLESALE ONLY!

BY ARRANGEMENTS JUST COMPLETED, I AM

enabled to sell from and after September 4,

Watchmen at New York prices.

ARE MAYER, Importer,

72 Main St. below Pearl,

CINCINNATI, OHIO.

A large stock of Gold Pens and Cases constantly

on hand.

WHEAT! WHEAT!

WANTED-75,000 bushels prime Wheat, for

Fairfax City Mills.

ALSO,

50,000 bushels damaged

Wheat.

At H. C. Jackson & Co's,

No. 41 and 42,

MARKET STREET.

NOTICE.

We pay particular attention to the

handling and sale of Cotton, having facilities for so

doing unsurpassed by a other House. Liberal ad-

vances made on shipment, and the highest market

price always guaranteed. We would particularly

call the attention of shippers of Cotton to the Lou-

isville House. We have a large stock of Cotton

in the Provision and Commission Store, No. 211

Main St., Louisville, Ky.

aug 1-3m.

Special Notice.

TO ALL THOSE WHO KNOW THEMSELVES

interested in the late firm of Nathan & Shirk,

or who by debt or account, will call upon M. M. Mon-

ahan, the surviving partner of Nathan & Shirk,

and pay up, as usual, on the 1st of September, 1863.

All those who neglect this call will not be given

claim in the hands of an officer for collection.

M. M. MONAHAN.

aug 1-3m.

GALT HOUSE,

corner of Main and Second Streets,

LOUISVILLE, KY.

BOARD PER DAY \$2.50.

SILAS F. MILLER & CO.

aug 19-3m.

University of Pennsylvania,

PHILADELPHIA.

MEDICAL DEPARTMENT.

NINETY-EIGHTH SESSION (1863-64).

The Lectures of the Session will begin on the second

Monday of October and close on the first of March.

One introductory will be delivered to the Con-

stitution, in the Medical Hall, on the 1st of October.

The Hospital, at the Philadelphia Hospital, con-

taining 271 beds, is situated in free.

Military Surgery and Hygiene will be fully taught